

REMARKS

By the present amendment, claims 8-20 have been canceled and claims 21-39 have been added. Claims 21-29 correspond to erroneously omitted claims 8-16 of the Preliminary Amendment of February 5, 2002, and claims 30-39 correspond to erroneously numbered claims 8-17 of the Amendment of September 15, 2003, except that claim 37 has been amended to recite that a retardation of the film measured using a light having a wavelength of 900 nm does not exceed 1100 nm.

Further, claim 1 has been amended to recite that the stretched film is non-UV-treated, and claims 40-43 have been added. Claim 40 depends on claim 1 and recites that the stretched film is a wet stretched film. Claim 41 corresponds to original claim 1 except that it recites that the stretched film is a stretched film contains iodine and has a stretching ratio of no more than 50%. Claims 42-43 depend on claim 41 and recite ranges for the stretching ratio.

Also, claim 1 has been amended to clarify that the absorbance peaks are measured after arranging the polarizing film in cross Nicol. Claims 37 and 41 include the same recitation.

Support for the amendment to claim 1 and new claim 40 is immediately derived from the original application. Support for the added recitations in claim 37 is found in the original application, in particular on page 5, first paragraph. Support for new claims 41-43 is found in the original application, in particular in claim 1 and on page 5, second paragraph.

Claims 1-7 and 21-43 are pending in the present application. Claims 1, 37, and 41 are the only independent claims.

As a preliminary, in the Office Action, it is indicated that claims 18-20 have been withdrawn from consideration as directed to a non-elected species.

It is noted that claims 18-20 have now been canceled without prejudice or disclaimer.

Next, in the Office Action, claims 1-17 are objected to. It is pointed out that claims 8-16 are different from claims 8-16 presented in the Preliminary Amendment dated February 5, 2002.

Applicants' representative apologizes for the error. Claims 8-17 in the Amendment dated September 15, 2003 were in fact newly presented claims, while the claims in the Preliminary Amendment of February 5, 2002 had not been taken into account. For clarification, claims 8-17 have now been canceled. Erroneously omitted claims 8-16 of the Preliminary Amendment dated February 5, 2002 have been reintroduced as identical new claims 21-29 (except that the term "wherein" has been added in claim 27), and erroneously numbered claims 8-17 of the Amendment dated September 15, 2003 have been reintroduced as identical new claims 30-39 (except for the changes listed in the preceding page).

In view of the above, it is submitted that the objection should be withdrawn.

Next, in the Office Action, claims 11-13 are rejected under 35 U.S.C. 112, second paragraph, as indefinite. It is alleged that a stretch ratio of no more than 50% is unclear, i.e., it is unclear how the stretch ratio is calculated.

Reconsideration and withdrawal of the rejection is respectfully requested. The stretch ratio SR is calculated as the ratio of (i) the difference between the length after stretching L1 and the length before stretch L0, and (ii) the length before stretching L0, i.e., $SR = (L1 - L0)/L0$. This is a conventional manner of expressing and calculating a stretch ratio. Accordingly, it is submitted that the rejection should be withdrawn.

Next, in the Office Action, claims 1-2, 5, 8-10 and 14-16 [i.e., newly renumbered claims 1-2, 30-32 and 36-38] are rejected under 35 U.S.C. 103(a) as obvious over US 5,925,289 to Cael et

al. (Cael) in view of JP 40-1078236 (Okada), claims 3-4 and 6-7 are rejected under 35 U.S.C. 103(a) as obvious over Cael and Okada, further in view of US 6,033,743 to Suzuki et al. (Suzuki), and claims 11-13 and 17 [i.e., newly renumbered claims 33-35 and 39 are rejected under 35 U.S.C. 103(a) as obvious over Cael and Okada, further in view of US 6,610,356 (Kausch).

It is alleged in the Office Action that Cael discloses the absorbance peaks as recited in claim 1, and that Okada discloses the crossed Nicol configuration.

Reconsideration and withdrawal of the rejections is respectfully requested.

As a preliminary, Applicants wish to explain that claim 1 is clearly not limited to a polarizer in crossed Nicol configuration. Rather, claim 1 is directed to a polarizer having a certain absorbance ratio, and this absorbance ratio is measured when the polarizer is in crossed Nicol configuration. In other words, the crossed Nicol is a parameter of the absorbance peak measurement method, not a feature of the polarizer itself. This point has been made clear without changing the scope of the claim by reciting in claim 1 that the absorbance peaks are measured after arranging the polarizing film in a crossed Nicol.

Further, the polarizer of Cael is produced by a procedure including dry stretching, dye treatment, followed by UV treatment. Specifically, Fig. 2C of Cael compares the absorbance curves of polarizers obtained after 20 minutes UV bleach and without UV treatment (0 minutes UV bleach). When no UV treatment is applied in Cael, only one peak of absorbance is found, as shown on Fig. 2C(1) of Cael.

In contrast, the polarizing film of the presently claimed invention comprises a non-UV-treated stretched film, as recited in present claim 1. A surprising advantage of this feature is that a favorable absorbance curve with two peaks can be obtained without UV irradiation, as

explained and illustrated in the present specification. This feature of the presently claimed invention and its advantages are not taught or suggested in Cael, and the other cited references fail to remedy this deficiency of Cael. Therefore, present claim 1 and the claims dependent thereon are not obvious over the cited references taken alone or in any combination.

Further, with respect to claims 37-39, it is submitted that Cael clearly does not control the formation of the polyiodine complex during dyeing and stretching, so that the polarizer of Cael has a high retardation. In contrast, in the presently claimed invention, the retardation of the film measured using a light having a wavelength of 900 nm is controlled so that it does not exceed 1100 nm. This feature and its advantages are not taught or suggested in Cael, and the other cited references fails to remedy this deficiency of Cael. Therefore, present claims 37-39 are not obvious over the cited references taken alone or in any combination.

Still further, with respect to claims 41-43, Cael clearly also fails to teach or suggest a low stretching ratio and a resulting reduction or absence of polyiodine complex formation. In contrast, in the presently claimed invention, the film is a stretched film with a stretching ratio of no more than 50%, as recited in present claim 41. This feature and its advantages are not taught or suggested in Cael, and the other cited references fail to remedy this deficiency of Cael. Therefore, present claims 41-43 are not obvious over the cited references taken alone or in any combination.

In view of the above, it is submitted that the art rejections should be withdrawn.

In conclusion, the invention as presently claimed is patentable. It is believed that the claims are in allowable condition and a notice to that effect is earnestly requested.

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In the event there is, in the Examiner's opinion, any outstanding issue and such issue may be resolved by means of a telephone interview, the Examiner is respectfully requested to contact the undersigned attorney at the telephone number listed below.

In the event this paper is not considered to be timely filed, the Applicants hereby petition for an appropriate extension of the response period. Please charge the fee for such extension and any other fees which may be required to our Deposit Account No. 50-2866.

Respectfully submitted,

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